

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No		RATING	PAGE 1	OF PAGES 33
2. CONTRACT NO.		3. SOLICITATION NO. DTFANM-13-R-00900		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	5. DATE ISSUED 9/7/2012	6. REQUISITION/PURCHASE NO.. AL-13-00100
7. ISSUED BY: DOT FAA Att: Mike Austin, AAQ-530 1601 Lind Ave SW Renton, WA 98057				8. ADDRESS OFFER TO (If other than Block 7)		

SOLICITATION

9. Offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1st Floor Customer Service Center until 3 PM local time 9/19/2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Mike Austin	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-1282
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11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY Block 7	
26. NAME OF CONTRACTING OFFICER (Type or print) Mike Austin, AAQ-530ANM		27. UNITED STATES OF AMERICA	28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST
ANC ATCT

BID SCHEDULE 1: BASE YEAR – CONTRACT AWARD DATE THROUGH SEPTEMBER 30, 2013

<u>CLIN</u>	<u>Description</u>	<u>Price</u>	<u>Qty</u>	<u>Total</u>
01	Snow plowing with truck and blade	\$_____/Hr	80	\$_____
02	Snow removal with front-end loader	\$_____/Hr	20	\$_____
03	Manual ice-melt application, snow shoveling, or sweeping (Price for labor only – no material)	\$_____/Hr	50	\$_____
04	Snow removal offsite hauling using 10-yard trucks or larger	\$_____/Hr	20	\$_____
05	Sanding parking lot - Call out only (Price for truck and driver only – no material)	\$_____/Hr	17	\$_____
06	Spring sweep with Hydro-sweeper or equal – Call out only	\$_____/Hr	16	\$_____
07	Sand (material cost only)	\$_____/CY	50	\$_____
08	Ice Melt (material cost only)	\$_____/LB	3000	\$_____
Total for Base Year				\$_____

BID SCHEDULE 2: OPTION YEAR ONE – OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

<u>CLIN</u>	<u>Description</u>	<u>Price</u>	<u>Qty</u>	<u>Total</u>
01	Snow plowing with truck and blade	\$_____/Hr	80	\$_____
02	Snow removal with front-end loader	\$_____/Hr	20	\$_____
03	Manual ice-melt application, snow shoveling, or sweeping (Price for labor only – no material)	\$_____/Hr	50	\$_____
04	Snow removal offsite hauling	\$_____/Hr	20	\$_____

using 10-yard trucks or larger

05	Sanding parking lot - Call out only (Price for truck and driver only – no material)	\$_____/Hr	17	\$_____
06	Spring sweep with Hydro-sweeper or equal – Call out only	\$_____/Hr	16	\$_____
07	Sand (material cost only)	\$_____/CY	50	\$_____
08	Ice Melt (material cost only)	\$_____/LB	3000	\$_____

Total for Option Year 1 \$_____

BID SCHEDULE 3: OPTION YEAR TWO – OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

<u>CLIN</u>	<u>Description</u>	<u>Price</u>	<u>Qty</u>	<u>Total</u>
01	Snow plowing with truck and blade	\$_____/Hr	80	\$_____
02	Snow removal with front-end loader	\$_____/Hr	20	\$_____
03	Manual ice-melt application, snow shoveling, or sweeping (Price for labor only – no material)	\$_____/Hr	50	\$_____
04	Snow removal offsite hauling using 10-yard trucks or larger	\$_____/Hr	20	\$_____
05	Sanding parking lot - Call out only (Price for truck and driver only – no material)	\$_____/Hr	17	\$_____
06	Spring sweep with Hydro-sweeper or equal – Call out only	\$_____/Hr	16	\$_____
07	Sand (material cost only)	\$_____/CY	50	\$_____
08	Ice Melt (material cost only)	\$_____/LB	3000	\$_____

Total for Option Year 2 \$_____

BID SCHEDULE 4: OPTION YEAR THREE – OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

CLIN	Description	Price	Qty	Total
01	Snow plowing with truck and blade	\$_____/Hr	80	\$_____
02	Snow removal with front-end loader	\$_____/Hr	20	\$_____
03	Manual ice-melt application, snow shoveling, or sweeping (Price for labor only – no material)	\$_____/Hr	50	\$_____
04	Snow removal offsite hauling using 10-yard trucks or larger	\$_____/Hr	20	\$_____
05	Sanding parking lot - Call out only (Price for truck and driver only – no material)	\$_____/Hr	17	\$_____
06	Spring sweep with Hydro-sweeper or equal – Call out only	\$_____/Hr	16	\$_____
07	Sand (material cost only)	\$_____/CY	50	\$_____
08	Ice Melt (material cost only)	\$_____/LB	3000	\$_____
Total for Option Year 3				\$_____

BID SCHEDULE 5: OPTION YEAR FOUR – OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

CLIN	Description	Price	Qty	Total
01	Snow plowing with truck and blade	\$_____/Hr	80	\$_____
02	Snow removal with front-end loader	\$_____/Hr	20	\$_____
03	Manual ice-melt application, snow shoveling, or sweeping (Price for labor only – no material)	\$_____/Hr	50	\$_____
04	Snow removal offsite hauling using 10-yard trucks or larger	\$_____/Hr	20	\$_____
05	Sanding parking lot - Call out only (Price for truck and driver only – no material)	\$_____/Hr	17	\$_____

06	Spring sweep with Hydro-sweeper or equal – Call out only	\$_____/Hr	16	\$_____
07	Sand (material cost only)	\$_____/CY	50	\$_____
08	Ice Melt (material cost only)	\$_____/LB	3000	\$_____
Total for Option Year 4				\$_____

GRAND TOTAL FOR BASE PLUS FOUR OPTION YEARS: \$_____

B001. This requirement is subject to the Service Contract Act. Wage determination WD05-2017, Rev. 16, dated 06/19/2012 shall apply to the Base Year (See ATTACHMENT C)

B002. This procurement requirement is a 100% set-aside for Small Businesses in NAICS Subsectors 236 or 237, or 488490, 561730 or 561790. See provision 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010) in Part I - Section I.

PART I - SECTION C
SCOPE OF WORK

SNOW REMOVAL

Anchorage Air Traffic Control Tower
5200 W. International Airport Rd.

The Contractor shall furnish all labor, supplies, equipment and materials necessary to perform snow plowing, snow removal, sanding and related services at the FAA Air Traffic Control Tower located at 5200 W. International Airport Road, Anchorage, Alaska, as described in this Scope of Work, the Schedule, and as shown on the Drawing (Attachment #1).

General: Contractor shall begin snow removal operations when snow has accumulated 4 inches or when called out by an authorized FAA representative. Contractor shall note the date, time, name and phone number of the person making the call out.

Manual Snow Removal: Contractor shall remove snow as shown on the drawing, Attachment #1. Contractor shall clear all snow to the underlying hard surface. The Contractor shall use hand shovels, snow blowers or other small equipment to remove snow in the areas that preclude the use of heavy equipment.

Manual snow removal includes: walkways, emergency exits, stairs, ramps, entrances, etc. Snow removed manually from walkways into parking areas is to be removed at the same time snow removal is being performed with truck and blade or not later than 48 hours after initial snowfall operations. Contractor shall ensure that handicap ramp is plowed and sanded after contractor completes snow removal for that day.

Pedestrian Gates: Contractor shall remove snow from all areas surrounding pedestrian gates. Gates shall be operational so that gate can be completely opened for entrance or exit from facility. Walkways entering and exiting pedestrian gates shall be cleared of snow and ice melt applied.

Automatic gates and gate mechanisms: Contractor shall remove snow from roadway to entrance area of automatic gates using snowplow. Snow is to be manually removed from area where automatic gates retract. All automatic gates are to be free of any snow obstructions, allowing gates to open and close easily. Contractor shall remove snow from around card reader equipment. Contractor shall broom sweep and remove snow from top of all automatic gate mechanisms and card reader equipment.

Outdoor employee break areas, Delivery Ramp areas: Contractor shall remove snow from outdoor employee break area (between AF Admin and AT Admin facilities) as shown on map, attachment #1. Contractor shall remove snow from delivery ramp (beside AF Mechanical building) as shown on map, attachment #1.

Dumpster: Contractor shall remove snow from around dumpster, hand shoveling if necessary.

Ice Melt: Contractor furnished ice melt shall be applied to all areas where snow has been manually removed to include: sidewalks, ramps, entrances, and walkways. Ice melt shall be applied according to the manufactures' recommendations.

Snow Plowing: Contractor shall plow and remove snow to the underlying hard surface as shown on the drawing, attachment #1..

Grading: The Contractor shall remove packed snow and ice that has accumulated only when called out by authorized FAA representative. Contractor shall remove packed snow and ice from all driveway areas and all parking lot areas *except the snow storage areas*. The packed ice and snow shall be removed down to the underlying hard surface/asphalt without causing damage to the underlying surface by use of appropriate equipment such as a grader and appropriate accessories.

Sanding: The Contractor shall furnish and spread #20 to #40 sieved sand, over all traffic areas when *called out by an authorized FAA representative*. The sand shall be properly classified for such usage. *Contractor shall respond to call out for sanding within a maximum of 2 hours*. If sanding fails to commence within 2 hours of the call-out, the FAA reserves the right to obtain service from other sources.

Snow removal to off site location: Contractor will be called out to dispose of snow off site by authorized FAA representative. Contractor shall haul snow using a dump truck with a minimum 10 yard capacity or equivalent. The off-site disposal location, arrangements and costs shall be the Contractor's responsibility.

Spring Sweeping: Contractor will be called out for spring sweeping by authorized FAA representative. "Sweeping shall be completed within 10 hours. This service will normally be requested on weekends."

Contractor shall use hydro-sweeper or equivalent to sweep all sand and gravel in areas accessible by hydro-sweeper

Contractor shall manually sweep all areas that are not accessible by hydro sweeper. Contractor shall remove any piles of sand or gravel from grass and paved areas

Estimated Hours: The hours shown on the bid schedule(s) are estimated hours only and will vary according to weather. The estimated hours do not represent an order or future order, and no maximum or minimum hours are implied or guaranteed by the Government.

Notes: Government personnel perform a limited amount of snow plowing and/or related work at FAA facilities.

The Contractor shall avoid damaging site facilities, including but not limited to: paved surfaces; parking medians; curbs; gutters; signs; light poles; electrical transformers; headbolt heater posts and outlets; fire hydrants; and vegetation. Damaged facilities shall be repaired or replaced fully and immediately to a "like new" condition by the Contractor at no additional cost to the Government.

Contact Information: The Contractor shall provide the CO with the following information: Company Name; Company telephone numbers; employee names; and employee citizenship status. The Contractor shall provide updates as necessary to ensure that the CO has current information at all times. Additionally, Contractor may be asked to provide other information or undergo further screening to comply with possible security procedures

PART I - SECTION D
PACKAGING AND MARKING

PART I - SECTION F
DELIVERIES OR PERFORMANCE

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G001. Contractor must submit invoices on a monthly basis to the Contracting Officer, either by email or post. Send to:

DOT FAA
Att: Mike Austin, AAQ-530
1601 Lind Ave SW
Renton, WA 98057

Email: mike.austin@faa.gov

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.4-34	Option to Extend Services (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts (May 2001)
3.3.1-34	Payment by Electronic Funds Transfer- System for Award Management (August 2012)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-12	Insurance (July 1996)
3.6.1-1	Notice of Total Small Business Set-Aside (January 2010)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Equal Opportunity for Veterans (January 2011)
3.6.2-28	Service Contract Act of 1965, as Amended (October 2010)
3.6.2-30	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.2-44	Notification of Employee Rights Under the National Labor Relations Act (January 2012)
3.6.3-16	Drug Free Workplace (March 2009)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.9.1-1	Contract Disputes (October 2011)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-14	Changes - Time and Materials or Labor Hours (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)

3.13-5 Seat Belt Use by Contractor Employees (October 2001)
3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 12 months, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 (months) 5 (years).

(End of clause)

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the SAM database;
- (B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

3.6.2-14 Employment Reports on Veterans (January 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

3.6.2-41**Employment Eligibility Verification (September 2009)****(a) Definitions:**

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

[CO insert appropriate Regional or Center information here or enter "none" if not applicable]

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed

reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

- 1** ANC ATCT Snow Removal Drawing
- 2** Service Contract Act Wage Determination (for Base Year)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.2.2.3-82 Prohibition on Conducting Restricted Business Operations in Sudan - Certification (July 2012)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of _____ calendar days [the CO should insert the number of days].

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

(country)

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
-
7. Nature of Business (Specify all services/products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS
OF 18 USCS 1001.***

14. a. Signature _____

b. Date: _____

c. Typed Name _____

d. Title: _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- | | |
|-------------------|---|
| 3.2.2.3-1 | False Statements in Offers (July 2004) |
| 3.2.2.3-11 | Unnecessarily Elaborate Submittals (July 2004) |
| 3.2.2.3-12 | Amendments to Screening Information Requests (July 2004) |
| 3.2.2.3-13 | Submission of Information/Documentation/Offers (July 2004) |
| 3.2.2.3-14 | Late Submissions, Modifications, and Withdrawals of Submittals (July 2004) |
| 3.2.2.3-15 | Authorized Negotiators (July 2004) |
| 3.2.2.3-16 | Restricting, Disclosing and Using Data (July 2004) |
| 3.2.2.3-17 | Preparing Offers (July 2004) |
| 3.2.2.3-18 | Prospective Offeror's Requests for Explanations (March 2009) |
| 3.2.2.3-19 | Contract Award (July 2004) |
| 3.13-4 | Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012) |

3.2.2.3-20 Electronic Offers (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means : EMAIL. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to **mike.austin@faa.gov**
- (f) If you choose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

Note: Email submissions must have a total file size less than 5Mb for each email or they will be automatically rejected by the FAA network. If this is the case, use multiple emails in order to reduce the number of attachments on each.

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an indefinite delivery indefinite quantity labor hour contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L001. SUBMISSION OF OFFER:

An offeror must submit an offer which must include a technical and business proposal as outlined below.

PLEASE NOTE: Lack of submission of any of the information required in the Business and Technical Proposals shall render a contractor's proposal as non-responsible and will not be considered further for award.

1. Business Proposal

- a) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD
- b) Part I, Section B, PRICE SCHEDULE
- c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- d) Part IV, Section K, Business Declaration.

(Note: if the Offeror has a current Online Representations and Certifications Application (ORCA) in effect, then please note this along with the DUNS number in a cover letter and do not return Section K with the offer. However, the Business Declaration must be returned with the offer).

2. Technical Proposal

A. Past Experience and Customer Satisfaction

Provide a list of at least three projects within the past 3 years similar in scope of work to be done. Be specific and provide details. For each project address the following points:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work
- e) Percentage of work subcontracted
- f) Start and completion dates (month/year)

L002. SUBMISSION DATE AND PLACE

The due date for receipt of offers is **September 19, 2012 at 3PM Pacific Daylight Time**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION
ATTN: MIKE AUSTIN, AAQ-530
1601 LIND AVE S.W.
RENTON, WA 98057

EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. IF OFFERS ARE SUBMITTED ELECTRONICALLY, THE ORIGINAL PROPOSAL MUST BE RECEIVED BY THIS OFFICE WITHIN 5 CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS (ABOVE) FOR ADDITIONAL INFORMATION ABOUT ELECTRONIC SUBMISSIONS.

L003. HAND CARRIED OFFERS, MODIFICATIONS OR WITHDRAWALS:

Hand-carried offers, modifications or withdrawals of a offers, and modifications, or withdrawals of a bids, HAND DELIVERED by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be HAND DELIVERED to:

DOT, FEDERAL AVIATION ADMINISTRATION
CUSTOMER SERVICE CENTER
FIRST FLOOR
1601 LIND AVE S.W.
RENTON, WA 98057
ATTN: MIKE AUSTIN, AAQ-530

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.2.4-31 **Evaluation of Options (April 1996)**

M001. EVALUATION FACTORS FOR AWARD

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Proposals shall be evaluated as either "acceptable" or "unacceptable" on the basis of the following criteria:

(A). Past Experience and Customer Satisfaction

STANDARD FOR REVIEW: An acceptable proposal must demonstrate at least three successful relevant projects in the past three (3) years similar in type to the current requirement. The FAA intends to contact the customers listed as references to determine if the work was performed satisfactorily. The FAA also reserves the right to consider sources other than those listed in the proposal, and to apply that information in its final determination of past performance.

M002. CONSIDERATION OF PRICE

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the **lowest priced, technically acceptable offer, based on the aggregate price for the Base Year plus all Option Years.**

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.